



Seattle Laws on Property Owner and Tenant Rights and Responsibilities

November 2000

The Department of Design, Construction and Land Use (DCLU) administers and enforces Seattle's Housing and Building Maintenance Code (SMC 22.200 - 22.208) and several other city laws affecting landlords and tenants. Members of DCLU's Compliance Service Center staff are available to assist tenants and owners in understanding City code requirements.

This Client Assistance Memo is a general guide to the rights and responsibilities of Seattle tenants and rental property owners under city laws. For specific information on housing code requirements, consult the Housing and Building Maintenance Code (HBMC) or contact:

**Department of Design, Construction and Land Use
Compliance Service Center
(206) 684-7899**

Location: 19th Floor of Key Tower

Mailing Address: 700 Fifth Avenue, Suite 1900
Seattle, WA 98104-5070

The Washington State Residential Landlord/Tenant Act (RCW 59.18) also establishes rights and responsibilities for tenants and landlords. For further information about state law, contact one of the organizations listed at the end of this publication.

What the City requires of rental property owners

Under the HBMC, building owners in Seattle have an obligation to provide safe, clean, secure living conditions. Generally, owners have the responsibility to:

- Keep the premises fit for human habitation and keep any common areas reasonably clean and safe;
- Provide for control of insects, rodents and other pests;
- Maintain all structural components (roof, walls and foundation) and keep the unit weathertight;
- Maintain all electrical, plumbing, heating and other equipment and appliances supplied by the owner;
- Provide adequate containers for garbage and arrange for garbage pickup;
- When responsible for heating rental units, maintain daytime (7:00 am to 10:30 pm) temperatures at no less than 65 degrees Fahrenheit and nighttime temperatures at no less than 58 degrees Fahrenheit from September through June;
- Change lock mechanism and keys in non-transient accommodations upon change of tenancies, and provide unit and building entrance door keys to tenants;
- Install smoke detectors.

Owners are not responsible for cosmetic repairs such as new carpeting and a fresh coat of paint after each tenancy. Compliance Service Center staff can answer questions about whether an apartment owner is responsible for a particular repair. Call them at (206) 684-7899 for more information.

Obligations of tenants

Tenants must meet an owner's reasonable expectations to maintain rental housing in a safe, clean manner, normal wear and tear excepted. Tenant responsibilities include:

- Proper disposal of garbage;
- Care in use of electrical and plumbing fixtures;
- Prompt repair of any damages caused by tenants or their guests;
- The granting of reasonable access to the owner for maintenance, repair and pest control;
- Maintaining smoke detectors in good working order, and
- Refraining from storing hazardous materials on the premises.

Available remedies if repairs are needed

Tenants may take the following action if repairs are needed:

1. **Contact the owner.** A phone call or letter is usually the way most tenants and owners resolve any problems. In most cases this will resolve the problem, but a written request for repairs is often required by law before tenants can exercise any other remedy. Remember to keep copies of all correspondence.
2. **Report the problem to DCLU.** If the owner or manager does not make the repair in a reasonable time, you may schedule an inspection by DCLU. If the repair is a violation of the Housing Code, the inspector will require the owner to take corrective action. See the next section for more details.
3. **Use other remedies available including self-help repair, mediation, placing rent in escrow, and finally, moving out.** The Washington State Residential Landlord/Tenant Act (RCW 59.18) has limited remedies for tenants in situations where building owners fail to make code-required repairs within a reasonable time of being notified of the need. You must be current in your rent and utilities to exercise these options. These remedies *may* involve some form of rent withholding or reduction. As a general rule, however, simply withholding rent is not a suitable remedy; in fact, a tenant may be evicted for failure to pay rent. State law has specific rules about making deductions from rent or paying rent into an escrow account. For information on this subject, contact one of the tenants' assistance groups listed at the end of this publication.

Reporting a problem to DCLU

Tenants may report the problem to DCLU if the owner or manager does not make a repair in a reasonable time. Write, call or go in person to the DCLU Compliance Service Center, located on the 19th floor of Key Tower at 700 Fifth Avenue, Seattle, WA, 98104, (206) 684-7899.

- Call DCLU to report the problem if a property owner or manager does not respond to repair requests and a complaint seems to be the only alternative remaining. Your name will be kept confidential if you so request.
- Specify everything needing inspection and give the address of the building including the unit number.
- Include a phone number when asking DCLU for assistance so the Department can call to arrange a time for an inspection. The person requesting as-

sistance should be present during the inspection.

- If the inspector finds violations, the inspector will prepare a notice showing when the repairs must be made, notify the responsible party of the violation, and post the notice on the premises.
- The time for compliance is generally 30-60 days, depending upon the nature of the violations and any extensions the owner may receive. Forty-five days is the average time for compliance.
- If the owner does not make the required repairs, DCLU will follow up through court action to attempt to attain compliance.

Seattle's Just Cause Eviction Ordinance

The Just Cause Eviction Ordinance is part of Seattle's Housing and Building Maintenance Code (HBMC). The intent of the ordinance is to provide clear standards for both tenants and rental property owners regarding the circumstances under which a tenancy may be terminated and eviction can occur. The HBMC specifies the only reasons for which a tenant may be evicted and requires owners to list the reasons for ending the tenancy when sending a written termination notice.

The following is a summary of the reasons for which owners may end tenancies under the ordinance:

1. The tenant fails to pay rent within three days of a notice to pay rent or vacate.
2. The tenant habitually fails to pay rent on time, causing the owner to notify the tenant in writing of overdue rent four or more times in a 12-month period.
3. The tenant does not comply with material terms of a lease or rental agreement within ten days of a notice to comply or vacate.
4. The tenant does not comply with a material obligation under the State Landlord-Tenant Act within ten days of a notice to comply or vacate.
5. The tenant habitually fails to comply with material terms of the lease or rental agreement, which causes the owner to serve a ten day notice to comply or vacate three or more times in a 12-month period.
6. The tenant severely damages the rental unit (causes "waste"), causes a nuisance (including drug-related activity), or maintains an unlawful business, and does not vacate the premises within three days of a notice to do so. The type of damage, nuisance or unlawful business must be specified in writing on the notice.
7. The tenant engages in criminal activity in the building or on the premises or in an area immedi-

ately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner; illegal drug-related activity is one crime specified by the ordinance. A property owner who uses this reason must clearly state the facts supporting the allegation, and must send a copy of the eviction notice to DCLU.

8. The owner wishes to occupy the premises personally, or the owner's immediate family will occupy the unit, and no substantially equivalent unit is vacant and available in the same building. Immediate family includes the owner's spouse or the owner's domestic partner, and the parents, grandparents, children, brothers and sisters of the owner, the owner's spouse or the owner's domestic partner. If the owner gives this reason to terminate a tenancy and then fails to carry it out, he or she may be subject to a civil penalty of up to \$2,500.00. A tenant evicted for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
9. The owner wishes to evict a tenant who lives in the same housing unit with the owner; or the owner desires to stop sharing his or her house with a tenant living in an approved accessory dwelling unit (ADU) in an owner-occupied house.
10. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated.
11. The owner plans major rehabilitation that requires a permit and demonstrates that the work cannot be done with a tenant in occupancy. In addition, the owner must comply with the requirements of the Tenant Relocation Assistance Ordinance. (See below for more information.) Any tenant who moves for this reason must be given written notice, upon moving out, that the tenant has the first option to rent the finished unit. When the unit is ready to be reoccupied, the owner must notify the tenant by mailing written notice to the last address provided by the tenant. The tenant has 30 days to exercise the option to re-rent the unit. If the owner gives major rehabilitation as the reason to terminate a tenancy and then fails to carry it out, he or she may be subject to a civil penalty of up to \$2,500.00. A tenant evicted for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
12. The owner decides to convert the building to a condominium. (See below for information on the Condominium Conversion Ordinance.)
13. The owner decides to demolish a building or to convert it to non-residential use. The owner must

first comply with the requirements of the Tenant Relocation Assistance Ordinance (see below) and obtain a necessary permit.

14. The owner desires to sell a single family residence and gives the tenant written notice at least 60 days prior to the end of a rental period. The owner must list the property for sale at a reasonable price in a newspaper or with a realty agency within 30 days after the date the tenant vacates. Property owners may be required to sign a certification of the intent to sell the house if DCLU receives a complaint. There is a rebuttable presumption of an ordinance violation if the unit is not listed or advertised, or is taken off the market or re-rented within 90 days after the tenant leaves. A tenant evicted for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
15. The owner plans to discontinue the use of a housing unit which is not authorized by the Land Use Code, after receiving a Notice of Violation. The owner must provide relocation assistance to the tenants of each such unit at least two weeks prior to the date the tenant is to vacate. Low-income tenants must be paid \$2,000.00 relocation assistance; other tenants must be paid relocation assistance equal to two months' rent.
16. The owner needs to reduce the number of tenants sharing a dwelling unit in order to comply with Land Use Code restrictions (i.e., no more than eight people per dwelling unit if any are unrelated). For detailed instructions on procedures to terminate tenancies for this reason, please consult DCLU Client Assistance Memo #610.
17. The owner decides to evict a tenant from a house containing an approved ADU in order to comply with the development standards for ADUs, after receiving a notice of violation of the Land Use Code. (If the violation is that the owner has moved out of the house and has rented both units, one unit must either be reoccupied by the owner or be removed.) The owner must pay relocation assistance to displaced tenants in the amount of \$2,000 for low-income tenants, or two months' rent in other cases. DCLU may require a property owner to sign a certification of his or her intent to discontinue the use of the ADU.
18. An Emergency Order to vacate the property has been issued by DCLU and the tenants have failed to vacate by the deadline given in the Order.

Failure to follow through with stated cause: If an owner evicts a tenant for the reason that (1) sale of a single family residence is planned, (2) the owner or a family member is to move in, (3) substantial rehabilita-

tion is planned, (4) the number of residents must be reduced to eight, or (5) the owner is discontinuing an ADU after receipt of a notice of violation, and the owner fails to carry out the stated reason for eviction, he or she may be subject to enforcement action by the City and a civil penalty of up to \$2,500.

Private right of action for tenants: If an owner evicts a tenant because (1) sale of a single family residence is planned, (2) the owner or a family member is to move in, or (3) substantial rehabilitation is planned, and if the owner fails to carry out the stated reason for eviction, the tenant can sue the owner for up to \$2,000, costs, and reasonable attorney's fees.

Unless otherwise noted above, the termination notice must be given at least 20 days prior to the start of the next rental period and, again, must state the reason for termination in writing. Only those reasons listed above are lawful causes for terminating tenancies in Seattle. For more information on just causes for eviction, call the DCLU Compliance Service Center at (206) 684-7867 or (206) 386-9733.

Please note, under state law tenants wishing to terminate tenancies must also follow proper notice procedures, notifying the owner or manager in writing at least 20 days before the start of the next rental period.

Enforcement of the Just Cause Eviction Ordinance

DCLU Compliance Service Center staff will investigate complaints of an illegal termination of tenancy. If a complaint is determined to be valid, the Department will inform the landlord of the requirements of the Ordinance and will issue a Notice of Violation should the landlord refuse to rescind the termination notice. If the landlord fails to rescind the eviction within the compliance period given in the Notice of Violation, the case will be referred to the City Attorney's Office. A person convicted of illegally evicting a tenant can be penalized by a civil fine of \$15.00 per day per unit until the violation is corrected.

Within 10 days after receiving an HBMC Notice of Violation, the building owner or any affected party may file a written request for an administrative review before a DCLU representative. DCLU must hold the review between 10 and 20 days from filing of the written request. Anyone interested may attend, and all affected parties may make statements pertaining to the issue. Following the review, the Director may sustain, modify or withdraw the Notice of Violation.

Records a property owner should keep to prepare for eviction proceedings

Owners are advised to maintain the following records to support a case for evicting a tenant:

1. A specific written rental agreement, with rules that apply equally to all tenants;
2. Records of rental payments; and
3. Copies of notices given to tenants, with evidence that all legally required notices were properly served.
4. Any information or documentation to support an eviction, such as police incident reports or complaints from neighbors.

Notices for termination of tenancy must specifically state the reasons for the eviction. For example, a notice for habitual late payment of rent could state:

"You were notified in writing on January 3, 1999, February 3, 1999, March 3, 1999, and April 3, 1999, that your rent was late. It is due and payable on the first day of each month."

Actions that are considered to be harassment or retaliation

The HBMC prohibits certain actions taken against either a tenant or an owner. This section of the HBMC is enforced by the Seattle Police Department and carries criminal penalties.

The following actions constitute harassment or retaliation against the **tenant**:

1. Changing locks on unit doors;
2. Removing doors, windows, fuse box, or other fixtures;
3. Discontinuing gas, electricity, water, or other utilities supplied by owner;
4. Removing a tenant from the premises except through the legal eviction process;
5. Evicting, increasing rent or threatening a tenant because that tenant has reported violations of the Housing and Building Maintenance Code to DCLU or has exercised any legal rights arising out of the tenant's occupancy of the building; or
6. Entering a tenant's unit, except in an emergency or with the tenant's consent after a two day notice of intent to enter.

The following actions constitute harassment or retaliation against the **owner**:

1. Changing locks on unit doors.
2. Removing owner-supplied fixtures, furniture, or services.
3. Willfully damaging the building.

Instances of harassment or retaliation against an owner or a tenant should be reported to the Seattle Police at 911 or the Community Service Officer Section of the Seattle Police Department at (206) 684-4790.

Other City ordinances affecting tenants and rental property owners

1. Tenant Relocation Assistance Ordinance

This ordinance applies when tenants are displaced by housing demolition, change of use, substantial rehabilitation, or removal of use restrictions from government assisted housing.

A property owner who plans development activity must obtain a tenant relocation license and a building or use permit before he or she can terminate a tenancy. All tenants must receive a 90 day notice of the activity that will require them to move. Eligible low income tenants, whose income cannot exceed 50% of median income, receive \$2000 relocation assistance, half of which is paid by the owner, half paid by the City.

2. Rental Agreement Regulation Ordinance

This law has three provisions that landlords should be aware of:

Notice for Rent Increase Over 10%: Landlords who intend to increase housing costs, including rent, by more than 10% within a 12-month period must give 60 days written notice of such an increase.

Information Disclosure: Seattle landlords must give prospective tenants a copy of a summary of the City and State landlord-tenant laws when they offer a rental agreement. The summary must be attached to all written rental agreements, and must be given to tenants who are offered a verbal rental agreement. All current tenants also must have been given a copy.

The summaries are available on the "Publications" page of DCLU's website at www.cityofseattle.net/dclu/publications/cam/infotenenants.pdf. Paper copies are available from the DCLU Public Resource Center, located on the 20th floor of Key Tower at 700 Fifth Avenue. Each customer will receive one

duplicable master copy. To request a copy by mail, send a stamped (\$0.55) self-addressed envelope to the DCLU Publications Clerk, 700 Fifth Avenue, Suite 2000, Seattle, WA 98104-5070.

Prohibited Rental Agreement Provision: Under this law, landlords are not allowed to have month-to-month rental agreements that penalize a tenant for moving out before a minimum number of months (e.g., six months) have passed since the start of the tenancy. A landlord cannot withhold a deposit or charge an additional fee if a tenant gives legal written notice to terminate his or her tenancy, and moves out after even one month. If a landlord wants a tenant to stay a minimum number of months, the landlord must offer the tenant a lease; **leases** still can contain provisions for penalties if the tenant moves out before the lease expires.

Tenants can take private civil action against landlords who violate these provisions.

A landlord who is found in violation could be required to pay penalties as well as the tenant's actual damages, court costs, and attorney fees.

3. Condominium Conversion Ordinance

When an apartment building is being converted to condominiums, the Condominium Conversion Ordinance requires a housing code inspection and that tenants receive a 90 day written notice of the conversion. Tenants have a 60 day option to purchase their own unit before it can be offered for sale to the public. If the tenant decides not to buy his or her unit, the tenant may be eligible to receive \$500.00 relocation assistance from the developer. To be eligible, the tenant's income cannot exceed 80% of median income. The relocation assistance is paid at the time that the unit is vacated.

For more information on these Ordinances, call (206) 684-7867 or (206) 386-9733.

Additional information

Other groups that can provide information to tenants and rental property owners include:

- 1. Fremont Public Association
(206) 694-6700**
Provides information and counseling on legal rights and responsibilities under the State Residential Landlord/Tenant Act and other codes.
- 2. Legal Action Center
(Catholic Community Services)
(206) 324-6890**
Provides information and assistance to low income tenants faced with eviction.
- 3. Tenants Union
(206) 723-0500**
Provides information and counseling on landlord/tenant problems. The Tenants Union also provides workshops, training and technical assistance for advocates and tenants groups on dealing effectively with landlords.
- 4. Washington State Attorney General's Office
(206) 464-6684, 1-800-551-4636**
Provides information about legal rights under the Residential Landlord/Tenant Act. The Attorney General's Office also has a Consumer Line Information Service which has recorded tapes on landlord/tenant topics at (206) 464-6811.
- 5. Apartment Association of Seattle/King County
(206) 283-0816**
Provides information on legal rights and responsibilities under the State Residential Landlord/Tenant Act and other codes. AASKC is the professional organization of Seattle rental property owners.
- 6. Seattle Police Department
Community Service Officer Section
(206) 684-4790**
Provides mediation services to landlords and tenants. Community Service Officers attempt to resolve conflicts before they reach court.
- 7. Seattle-King County Dispute Resolution Center
(206) 443-9603**
Provides mediation services to landlords and tenants. The Center acts as an alternative forum to the formal court system for settling disputes.

**8. Seattle Office for Civil Rights
(206) 684-4500**

Enforces the City's Open Housing Ordinance which protects tenants against differential treatment based on race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, political ideology or the presence of any sensory, mental or physical handicap, the use of a Section 8 Certificate, or the use of a trained guide or service dog by a handicapped person.

**9. Neighborhood Legal Clinics
(206) 340-2593**

Call to schedule an appointment for a free legal consultation. Clinics are available at several locations. Call between 9 am and noon, Monday through Thursday.

**10. King County Bar Association
Volunteer Legal Services
(206) 623-2551**

Provides representation through volunteer attorneys to clients facing eviction.

Access to Information

Links to electronic versions of DCLU **Client Assistance Memos (CAMs)**, **Director's Rules**, and the **Seattle Municipal Code** are available on the "Publications" and "Codes" pages of our website at **www.cityofseattle.net/dclu**. Paper copies of these documents, as well as additional regulations mentioned in this CAM, are available from our Public Resource Center, located on the 20th floor of Key Tower at 700 Fifth Avenue in downtown Seattle, (206) 684-8467.

PLEASE NOTE: DCLU public information documents should not be used as substitutes for codes and regulations. Details of your project should be reviewed for specific compliance by DCLU staff.